



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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Other: N/A

ISSUING OFFICE

Agency Contact & Phone No..... : Megan Byrd, Contract Manager (907) 269-6212 megan.byrd@alaska.gov
Contracting Division..... : State of Alaska, Department of Transportation & Public Facilities, Statewide
Materials

PROJECT

RFP NUMBER..... : 25222052
Project Numbers-State/Federal..... : Various / Various
Project Site (City, Village, etc.)..... : Statewide
Project Title & Contract Description..... : In-State Welding/Coating Inspection, Corrosion & Non-Destructive Testing
Term Agreement 2022

The Contracting Agency intends to award one (1) Term Agreement to provide welding inspection, protective coating inspection, corrosion control and cathodic protection services, and non-destructive sampling and testing services within the State of Alaska. Services are normally provided at the locale where the component(s) are being produced and/or fabricated and on-site at project locale. Services may be utilized for all modes statewide including Public Facilities, Bridge Design, and Marine Highways.

SCHEDULE & PAYMENT

Anticipated *initial* period for performance-Begin/End: May 2022 through May 2024

Estimated amount of proposed contract:

☐ Less than \$200,000 ☐ \$200,000 to \$250,000 ☐ \$500,000 to \$1,000,000 ☒ \$1,000,000 or greater

Proposed Method(s) of Payment:

☒ Fixed Price Plus Expenses (FPPE) ☒ Firm Fixed Price (FFP) ☒ Cost Plus Fixed Fee (CPFF)

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: April 5, 2022

PREVAILING TIME: 4:00 PM

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

*Also see 15. Special Considerations, item 15.5

Kathleen Bridenbaugh, PSA Unit Supervisor
Department of Transportation & Public Facilities
4111 Aviation Avenue
Anchorage, AK 99502

Email: crdotpfcontracts@alaska.gov

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.
3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
 - 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
 - 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7, and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: ☐ is not required
☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

15.3 The Department intends to send notices (including Notice of Intent to Negotiate, and Notice of Intent to Award) to Offerors by using the email address provided the Offeror's submitted Part D. Such delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30pm shall be deemed to have occurred at the opening of business on the next working day. By submitting a response to this RFP, all Offerors consent to the use of Electronic Mail as described herein.

15.4 Interested parties are reminded that the Agency point of contact is noted on page 1 of this section, and all questions and requests for information shall be directed to this individual.

15.5 In light of the current health situation, the Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to crdotpfcontracts@alaska.gov prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution or email a PDF to the Evaluation Committee.

15. Special Notices – cont'd:

15.6 In 2022, DOT&PF intends to utilize our AASHTOWare system to generate the Bidder Registration lists. Therefore, all Contractors, Consultants, and Subconsultants must be registered in AASHTOWare and must have an AASHTOWare Vendor number.

To check if your company is registered in AASHTOWare and to find your Vendor Number, visit this website: <http://dot.alaska.gov/aashtoware/awp-vendorcheck.cfm>.

If your company is not yet registered in AASHTOWare, you are encouraged to begin this multi-step process as soon as possible. Guidance is available on the DOT&PF website. <http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf> or from the Regional Contracts Sections. Central Region contacts: Contracts Chief, Sharon Smith, (907)269-0414 or Central Region, PSA Unit Supervisor, Kathie Bridenbaugh, (907)269-0421.

15.7 Compensation under this Agreement may include various methods of cost reimbursement payment as indicated on page 1 of rfp-a, and as negotiated with the Department. The compensation terms of the Agreement (Appendix C-1) will itemize current audited indirect cost rates (IDCRs) for the firms named in the agreement. The Department of Transportation and Public Facilities Internal Review section is typically the responsible section for conducting these audits.

If the top scoring Offeror selected for negotiations does not have a current audit, they will be required to submit the necessary paperwork to DOT&PF's Internal Review section in a timely fashion. In addition, any proposed subcontractors that may receive more than \$250,000 under the proposed contract, or any proposed subcontractors who may receive more than \$250,000 cumulatively under contracts with the State, will be required to submit a complete and executed copy of the DOT&PF Form 25A257, Pre-Audit Statement, unless any such Subcontractors have been audited by the Department within the last year.

By submitting a response to this RFP, Offerors acknowledge the audit requirements and commit to furnishing all required audit information to DOT&PF's audit staff in an expedited manner as required by the Department for their entire team, including any identified subcontractors. Failure of an Offeror to satisfy this requirement for their team may result in unsuccessful contract negotiations. And, in the event contract negotiations are unsuccessful with the top ranked Offeror, the Contracting Agency may negotiate with the next ranked Offeror or cancel the solicitation.

15.8 The initial period of performance will be for two (2) years. The Contracting Agency reserves the right to add two (2) additional one-year extensions and an additional one-year to complete already authorized services but, is not obligated to do so. The initial award amount is \$1,500,000 for the first two (2) years with the option to add \$750,000 as required by amendment; however, the agreement shall not exceed \$3,000,000.

15.9 Services for specific projects will be authorized by individual Notice to Proceeds (NTPs).

15.10 All Offerors are advised that Fee (profit) in the Time and Expenses Billing Rates will be a maximum of 8%.

15.11 The following documents are referenced in the Proposed Statement of Services, Article 1, Services, Paragraph 1.12, and can be viewed at the web addresses below:

<https://www.nrc.gov/about-nrc/safety-culture/sc-policy-statement.html>

<https://www.nrc.gov/reading-rm/doc-collections/gen-comm/reg-issues/2005/ri200518.pdf>

<https://www.govinfo.gov/content/pkg/FR-2011-06-14/pdf/2011-14656.pdf>

15.12 Generally, the NTPs under this term agreement will consist of support services for regional (Statewide, Southcoast, Central Region and Northern Region) construction sections where the individual job orders are less than \$60,000. Examples include:

- Crooked Creek Snow Removal Equipment Building
- Hurricane Gulch Bridge 258: On System Bridge Inspection
- McCarthy Rd MP 27 Chokosna River Bridge Replacement
- ANC 2018 Earthquake Damage Repairs, FHWA Group 2
- Homer Lake Street Rehabilitation
- Palmer Correctional Center - Deferred Maintenance Upgrades (Medical & Access addition)

It is anticipated that there will be limited NTPs for larger scale projects, such as the following:

Seward Hwy MP 75=90 Road & Bridge Rehabilitation Phase II, and Portage Curve Multimodal Connector Services: Submittal review and on-site inspection for Structural Steel Pile, Shear Tabs, and Highway Lighting welding as required by Project staff. Provide a CWI inspector, to work with project staff to accomplish the welding inspections per plan and specification and produce a final report of inspection results (include photos in report showing welds on-site). testing and inspection services including welding inspection of Highway Lighting, Traffic Signal System and Structural Steel Pile. Total authorized amount: \$243,140.00

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material, and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten (10) Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[] 9. N/A

[] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**

[] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.

[] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **Six (6) if hand delivered.**

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.

[] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

Describe your understanding of the **objectives and challenges** of this particular contract. Do not merely duplicate the Statement of Services provided with this RFP. Indicate why you believe it would be in the Department's best interest to select your firm for this contract.

Describe your commitment to quickly responding to a specific project request for services, and to meeting the Contracting Agency's needs for a thorough, complete and timely deliverable.

2. Methods

2. Weight: 15

Describe your approach for providing services under a term agreement and describe what, when, where, how, and in what sequence the work will be done. Address how *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors), and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors.

3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Engineering* (Alaska AELS Type C License)
4. Inspections
5. Other (Services by Specialized Technicians)

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

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Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information that may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least three (3) professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 20

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating (include all current contracts statewide with regions, divisions, etc.).

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance & Quality Control

6. Weight: 20

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of each project, a brief narrative of the successes of the project, and the year of completion. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's Quality Control process and how this process has affected the quality of your services and deliverables. Use specific examples.

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

8. Not Used.

8. Weight: 0

9. Not Used.

9. Weight: 0

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises**49 CFR 26****10. Weight: 0**

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction-related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

11. Weight: 0

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allowability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

12. Labor Billing Rates (Required Format)**12. Weight: 0**

Provide a proposed total hourly Billing Rate (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** – regardless of employer (Offeror or Subcontractor) – **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

1. Contract Management	(Estimated at	% of total labor effort)
2. Project Management	(Estimated at	% of total labor effort)
3.	(Estimated at	% of total labor effort)
4.	(Estimated at	% of total labor effort)
5.	(Estimated at	% of total labor effort)

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

13. Total Price Proposal (Required Format)**13. Weight: 0**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48).

Hourly Rates must not include Indirect Costs or Fee.

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				Total DCDL: \$ _____

3. **Indirect Costs (IDC)**

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Proposed Costs (\$)</u>
			Total ODC: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors designate preferences on page one of Part D.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

PART

D

Project Numbers-State/Federal : Various / Various
Project Title..... : In-State Welding/Coating Inspection, Corrosion & Non-Destructive
Testing Term Agreement 2022
RFP No. : 25222052

Contractor..... :
 Street..... :
 P.O. Box..... :
 City, State, Zip..... :
 Alaska Business License Number..... :
 Federal Tax Identification No. :
 DOT&PF DBE Certification No. (if any)..... :
 Individual(s) to sign contract..... :
 Title(s)..... :
 Type of business enterprise (check one) : ☐ Corporation in the state of..
☐ Individual ☐ Partnership ☐ Other(specify)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):
☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND>>** ☐ Employment Program or ☐ Disabled Persons

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	AK Business License No.	DOT&PF DBE Certification No.
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I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature : _____
 Name..... : _____ Date: _____
 Title : _____ Telephone (voice): _____
 (fax): _____
 Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates.....:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits\$
General & Administrative Expenses.....\$

Sum..... \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)..... Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____	Date: _____
Name: _____	Telephone: _____
Title: _____	Fax: _____
Contractor: _____	Email: _____

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street:
P.O. Box:
City, State, Zip:

:
:
:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services

Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill

Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: Various
Federal Project No: Various
Date Prepared: 3/14/2022

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all

times for the duration of this Agreement, plus one year following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is

\$1,000,000 Minimum

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____

Name: _____

Title: _____

Date: _____

PROPOSED STATEMENT OF SERVICES

APPENDIX B

In-State Welding/Coating Inspection, Corrosion & Non-Destructive Testing Term Agreement 2022

ARTICLE 1 **SERVICES**

1.1 The Contractor shall provide welding inspection, protective coating inspection, corrosion control and cathodic protection, services non-destructive sampling and testing services within the State of Alaska. Services are normally provided at the locale where the component(s) are being produced and/or fabricated and on-site at project locale.

1.1.1 The Contractor is responsible to provide corrosion control and cathodic protection consultation, welding and protective coating inspection services, including but not limited to materials sampling, and testing (testing includes non-destructive (NDT) testing); needed to assure the work and materials conform to the project plans, specifications, special provisions, and applicable codes/standards. Examples of codes/standards that may apply include: Alaska Test Method Manual (ATMM); American Association of State Highway and Transportation Officials (AASHTO); American Society of Testing and Materials (ASTM); American Welding Society (AWS) D1.1 & D1.5; National Association of Corrosion Engineers (NACE) Standards; Society for Protective Coatings (SSPC), Alaska DOT&PF's Standard Specification for Highway Construction; Alaska DOT&PF's Construction Manual, and International Code Council (ICC)

1.2 When an NTP or Job Order is authorized, the Contractor shall contact suppliers/fabricators/producers to establish and verify their fabrication schedules. Schedule coordination is required to assure all inspections, sampling and testing will be performed in a timely manner, and in accordance with the scope of the project's Notice to Proceed, or Job Order. All authorizations are on a project-per-project basis.

1.3 Communication: The Contractor shall establish their lines of communication with the

Project Engineer as their point of contact for the project, who has the prime contractor as their single point of contact for the prime and all their subcontractors, fabricators, and suppliers. The object of open communication is to create a spirit of teamwork by working together to avoid problems in a timely manner as they arise.

1.4 The Contracting Agency will provide plans, specifications, special provisions, instructions, and copies of the supplier's submittal package to the Contractor. Supplier's submittal packages may include but are not limited to shop drawings, welding procedures, personnel qualifications, material certification documentation, and suppliers'/fabricators' quality systems manual. The Contractor is required to be familiar with and understand the project documents and requirements prior to the prefabrication/pre-coating meeting. If conflicts are found to exist between plans, specifications, codes/standards, shop drawings, and/or product application instructions, the Contractor shall immediately notify the Contracting Agency. The Contractor is not authorized to change the requirement contained in the plans and specifications. Alternatively, the Contractor may be authorized to formally review all or a portion of the suppliers'/fabricators' submittal package for conformance. Upon completion of the formal submittal review, the Contractor shall communicate and document any recommendations as to their acceptability to the Contracting Agency. The Contracting Agency retains the sole authority to decide the acceptability of the suppliers' submittal package.

1.5 Contractor is required to attend and participate in all shop prefabrication/pre-coating meeting with the suppliers/fabricators. When authorized the Contractor will schedule and conduct the shop prefabrication/pre-coating meeting and act on behalf of the Contracting Agency. Shop prefabrication/pre-coating meetings are designed to outline and discuss the works specification requirements, scheduling, and lines of communication with

suppliers/fabricators QC personnel. The meeting will include, but is not limited to:

- Meeting agenda.
- Attendee sign-in sheet.
- Meeting notes.

1.6 Observation, communication, and documentation are the Contractor's primary tools when performing inspection work. The Contractor should recognize that the personnel on the shop floor, or in the field, performing the work may not have read, or understood, the project plans, specifications or applicable codes/standard governing their work. The Contractor shall assure that inspected materials meet all requirements of project plans and specifications. The Contractor is not authorized to reject, approve, or accept any work unless directed to do so in writing by the Contracting Agency.

1.7 The Contractor shall immediately notify the Contracting Agency by phone and in writing when any out-of-specification condition or conflict is discovered. The Contractor may also be required to review and/or recommend corrective courses of action to the Contracting Agency should the need arise. The Contracting Agency retains the sole authority to decide the acceptability of all changes or courses of action taken. The Contractor is not authorized to direct work unless specifically directed to do so, by the Contracting Agency.

1.8 Contracting Agency approval of the suppliers'/fabricators' submittal package, including shop drawings is required before a supplier may begin work. If a supplier elects to begin prior to receiving the necessary reviews and approvals, the Contractor shall notify the supplier that they are proceeding at their own risk, and that any work performed without submittal approvals, quality assurance inspections, and sampling and testing for contract compliance may not be incorporated into the project. The Contractor shall also immediately notify the Contracting Agency by phone and in writing that the supplier began production prior to the necessary reviews and approvals. Notifications and communications shall be documented in a detailed Inspection Report. If so requested, the Contractor shall act on behalf of the Contracting Agency to conduct the prefabrication meeting, which includes providing an agenda/outline to assist in the

discussion of specific contract and fabrication requirements.

Specifications, shop drawings, including codes/standard that routinely contain special handling and shipping requirements also require inspection and documentation for conformity prior to shipping. If a supplier elects to ship any item without the Contractor's inspection first being performed, the Contractor shall notify the Contracting Agency immediately and document such notification and communication in a detailed Inspection Report.

1.9 Perform Welding Inspection, Coating Inspection and Non-Destructive Testing (NDT) by an AWS Certified Welding Inspector (CWI), NACE Certified Coating Inspector, and NDT Level III Inspector, respectively. All technicians shall have at least two (2) years verifiable work experience in the area of expertise being provided.

1.10 Personnel providing Corrosion Control & Cathodic Protection Consultation Service primary will be providing technical leadership on materials and corrosion related issues associated with transportation infrastructure assets. Contractor's personnel in this specialty area will be evaluated on their experience and knowledge in the areas of material selection, corrosion control, welding processes, failure analyses, and cathodic protection. In addition, Contractor personnel shall be able to function in the work environment commensurate to their assignment. They shall have the ability to establish and maintain personal working relationships with others, including but not limited to the fabricator's / supplier's personnel, consultant staff, state employees, and the public. The employment of all Contractor personnel is conditional, subject to satisfactory performance, as determined by the Contracting Agency.

1.11 At no time shall the Contractor provide Quality Control (QC) services for the Construction Contractor / Supplier / Fabricator on the same Contracting Agency project while providing services under this term agreement.

1.12 The Contractor shall comply with the Nuclear Regulatory Commission (NRC) Safety culture policy statement published in the *Federal Register* (76 FR 34773) on June 14, 2011," and the NRC Regulatory Issue Summary 2005-18

entitled, "Guidance for Establishing and Maintaining A Safety Conscious Work Environment."

1.13 Health and Safety. Prior to the start of any work, the Contractor shall have a Health and Safety Plan, covering the activities of their own staff and any sub-consultants. Each Individual staff member shall be instructed relative to construction related safety concerns typical to the areas they are being assigned to. All instruction should focus on protection of their personal safety, and ensure they are prepared to recognize and address unsafe conditions that may arise during the course of their work. The Contractor shall provide all the necessary training, supervision, equipment and programs to ensure that all inspectors and technicians being assigned to projects have adequate protection from health and safety risks according to the requirements of OSHA 29 CFR 1910 & 1926, as well as all other applicable Federal, State & local laws, rules and regulations.

ARTICLE 2 ADMINISTRATIVE REQUIREMENTS

2.1 Execution of this agreement does not guarantee any project assignments.

2.2 The Contractor shall not perform any services or incur billable expenses under this Agreement without receipt of an approved Notice to Proceed (NTP) from the Contracting Agency. There will be two types of NTPs as follows:

2.2.1 A Project Specific "Notice to Proceed" is a document authorized by the Contracting Agency's Contracting Officer for services exceeding \$60,000.00. The Contract Manager will issue the NTP for negotiations performed by the Contract Manager and/or the Construction Manager.

2.2.2 A Regional "Notice to Proceed" is a document authorized by the Contracting Agency's Contracting Officer delegating to each DOT&PF Regional Construction Manager authorization to solicit, negotiate, and initiate Job Orders for specific project work not to exceed the amount of the Regional NTP.

2.2.2.1 A "Job Order," is a document authorized by the Regional Construction Chief for services not exceeding \$60,000.00 per project and not exceeding total funds authorized on the associated Regional NTP (including prior Job Orders issued under same RNTP).

2.3 All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency:

<u>NAME</u>	<u>PROJECT RESPONSIBILITIES</u>
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	Contract Management
	Project Management
	Civil Engineering
	Inspection Services
	Specialized Technicians

Following the issuance of a Regional NTP, but prior to the issuance of a Job Order, requests for services will be submitted to the Contractor. Submit a detailed proposal describing the scope of work to be performed as well as develop a budget estimate for performing the work. In the Scope of Services, provide a checklist of all materials and work that will be inspected, specification requirements for each material and work item, and reference the applicable specification sections. The Contractor shall respond back to the Contracting Agency within 72 hours to discuss the Scope of Services, options and any proposed recommendations / changes. Upon completion of negotiations and approval of a NTP or Job Order budget by the Contracting Agency, the Contractor will be authorized to perform the work by a sequentially numbered NTP or Job Order, which will authorize the expenditure of funds. The NTP or Job Order will specify the Method of Payment (in accordance with the conditions and rates specified in Appendix C of this Agreement).

2.4 The Contractor shall not perform any services or incur billable expense under this Agreement without receipt of an approved NTP or Job Order from the Contracting Agency. Nor is the Contractor to work overtime on any project without the express written authorization issued in advance from the Contracting Agency.

2.4.1 In the event that a Job Order budget estimate exceeds \$60,000, a separate NTP may be issued by the Contracting Agency's Contract Manager, rather than by a Regional Job Order, for the specific services.

2.5 Occasionally, when time is of the essence, the NTP or Job Order process will be conducted orally followed by written confirmation. Following these negotiations, the Contracting Agency's Contracting Officer (Statewide Materials Engineer) may orally authorize a Job Order, which will be followed by written confirmation. Generally, the written confirmation will be given within two working days of the verbal Job Order Notice to Proceed.

2.6 The Contractor shall keep a record of the status of all approved Job Orders issued under each regional NTP. This Excel file will be shared with the Contracting Agency upon request. This Excel file will separately total all approved Job Orders. At no time may the total of approved Job Orders issued within each of the separate regional NTPs exceed the total authorized amount.

2.7 The Contractor shall assign a single point-of-contact for the Contracting Agency.

2.8 The Contractor shall notify the Contracting Agency immediately of any potential or existing conflict of interest among the Contractor, Suppliers, General (Prime), or Subcontractors for a project.

2.9 The Contractor shall obtain prior Contracting Agency approval for each inspector assigned to work under this Agreement. Inspection services performed by non-approved inspectors will not be acceptable, and the associated costs will not be reimbursed. The Contracting Agency reserves the right to withdraw approval of any inspector by written notice to the Contractor.

2.10 All correspondence and documents submitted by the Contractor shall bear the Contracting Agency's assigned project number and title.

2.11 The Contractor shall submit for review and approval a sample welding and protective coating inspection report. The sample inspection report(s) shall be comprehensive in nature, providing space for inspection photos and shall be designed to follow a logical progression for the work being inspected, including but not limited to specific inspection activities, code references, and inspection check points

2.12 The Contractor shall prepare and submit one (1) copy of each Inspection Report to the Contracting Agency in the approved format (**Exhibit B-1**) within seventy-two (72) hours after completion of each inspection. The Contractor shall also collect and submit one (1) copy of any required documentation, such as materials certifications, test reports, Inspector daily reports, etc. with the Inspection Reports. Faxed draft reports are acceptable to meet the 72-hour requirement

2.13 The Contractor shall prepare and submit one (1) copy of a Final Report within 14 calendar days after completion of all work defined on a NTP or Job Order. The Final Report shall contain a summary of all inspections, sampling, and/or testing performed, results and any recommendations, and an attached appendix of the materials certifications.

ARTICLE 3 **TERMINATION**

3.1 All matters relating to termination shall be as governed by the General Conditions, Appendix A, Article A11. All outstanding inspection records with related materials shall be forwarded to the Contracting Agency within 14 calendar days after termination.

EXHIBIT B-1 FORMAT FOR INSPECTION REPORTS

Inspection and Final Reports shall be submitted to the Construction Project Manager named on the Job Orders at the appropriate address below:

Alaska Department of Transportation & Public Facilities
Central Region Construction
Attn: (Construction Manager named on Job Order)
4111 Aviation Avenue
Anchorage, Alaska 99502

Alaska Department of Transportation & Public Facilities
Northern Region Construction
Attn: (Construction Manager named on Job Order)
2301 Peger Road
Fairbanks, AK 99709

Alaska Department of Transportation & Public Facilities
Southcoast Region Construction
Attn: (Construction Project Manager named on Job Order)
PO Box 112506 (6860 Glacier Highway*)
Juneau, Alaska 99801-2506

(* USPS Mail sent To/From Juneau physical addresses will be returned as undeliverable! Only P.O. Box addresses should be used for USPS mail sent To/From Juneau." This does not affect UPS, FedEx, or other private couriers.)

Cover sheet on the Contractor's letterhead, to include:

- The firm's names, address, fax and telephone numbers.
- Date report issued.
- Report number (The numbering system used must be approved by the Contracting Agency).
The last Report issued for an item must state "This is a final report for Item ____."
- Contracting Agency project name and number.
- Contract bid item number and description of the item inspected.
- The specifications/codes applicable to the item being inspected and/or tested.
- The general (prime) contractor's name and address.
- Supplier's name and address.
- Location of inspection.
- Name of inspector(s).
- Inspection date and time.
- Per diem, if applicable, and number of hours worked each day to the nearest ½ hour for each inspector.
- Mileage required to the nearest whole mile.
- Record of temperature and weather conditions, if applicable.
- Copies of materials certifications and test reports, inspector's daily reports, etc.

Body of Report: The inspection statement must be very explicit, stating exactly what was reviewed, observed, inspected, sampled, and/or tested and what specifications were used and if they were met or not. When out-of-specification conditions exist, the report must state when the Contracting Agency was contacted, and the recommended course of action. The report must also state if the condition was corrected. If an item, upon completion, is in compliance with the plans and specifications, a statement to that effect shall be on the final report. If not, any deviations must be listed. Provide a completed inspection checklist as described in the Scope of Services including test results, measurements, photos, etc.

Signature and seal of the Certified Inspector responsible for the report, is required.